

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT***

**PROJECT MANUAL:  
SUPPLY & DELIVER MEDIUM CONSTRUCTION TRUCK  
WITH HOT BOX  
*INVITATION FOR BID #15-29***

**Bid Opening Date: October 2, 2014 at 11:00 a.m.**

**SEPTEMBER 2014  
Setti D. Warren, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID No. #15-29**

The City of Newton invites sealed bids from Vendors for:

**SUPPLY & DELIVER MEDIUM CONSTRUCTION TRUCK WITH HOT BOX**

Bids will be received until: **11:00 a.m., Thursday, October 2, 2014**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at : [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department after **10:00 a.m., September 18, 2014.**

There will be no charge for contract documents. Bid surety is **not** required with this bid.

The City is seeking bids for the Department of Public Works for a 1 Ton Truck meeting the specifications set forth on page 8 of this Invitation For Bids (IFB). The said vehicle shall be delivered by the Vendor within approximately **90 business days** following notice of award. **This will be a one-time purchase. The winning Vendor will receive a Purchase Order for this item.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this IFB will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

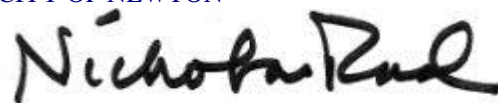
"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

**All bids shall be submitted as one ORIGINAL and one COPY.**

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids), Current Bids It is the sole responsibility of Vendors downloading this IFB to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
September 18, 2014

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 26, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-29**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #15-29" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#15-29**
  - \* NAME OF PROJECT: **Supply and Deliver Medium Construction Truck with Hot Box**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting a price for a Medium Construction Truck with Hot Box meeting the Specifications set forth at pp. 8-25 below.. It is the City's intent to award one (1) contract to responsive and responsible bidder offering the lowest price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #15-29**

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY & DELIVER MEDIUM CONSTRUCTION TRUCK WITH HOT BOX**

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. The Bidder proposes to supply and deliver one (1) Medium Construction Truck with Hot Box meeting the Department of Public Works' Vehicle Specifications on pages 8 through 25 below at the following price FOB Delivered Newton, MA:

**SUPPLY & DELIVER MEDIUM CONSTRUCTION TRUCK WITH HOT BOX**

\$ \_\_\_\_\_

AND (Price In Words) \_\_\_\_\_

COMPANY: \_\_\_\_\_

State Delivery Time (number of calendar days after receipt of order): \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Proposal Sheet, 1 page
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

- F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone & FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PUBLIC WORKS**  
**PURCHASE OF MEDIUM CONSTRUCTION TRUCK WITH HOT BOX**  
**WITH THE FOLLOWING 17 PAGES OF SPECIFICATIONS**



# 6 WHEEL HEAVY CONSTRUCTION WITH HOOK LOADER MOUNTED HOT BOX & PLOW

## NAVISTAR INC / INTERNATIONAL TRUCK GREATER BOSTON POLICE COUNCIL 2011 COOPERATIVE PROCUREMENT CONTRACT # GBPC 2011-INTERNATIONAL

201 2015 INTERNATIONAL 7300 35,000 lb. CAB & CHASSIS \$ 73,367.00  
GVWR 40,000 lbs

### OPTIONAL EQUIPMENT:

ITEM #	DESCRIPTION	COST
204.	Navistar N9 - 275 HP Upgrade 7400 (replaced DT-270)	\$ 4,081.00
233.	T-Bar Type Shift Control	\$ 385.00
235.	14,000 lb. Front Axle with 12R22.5 - 16 PR Tires with Fender Extensions	\$ 1,325.00
249.	26,000 lb. Rear Axle with Cast Brake Shoes	\$ 3,345.00
261.	Air Conditioning	\$ 859.00
262.	Inside/Outside Engine Air-Intake with in-Cab Control	\$ 249.00
278.	Body Circuit Switches "Six Pack"	\$ 531.00
287.	Heavy Duty .472" Hub Piloted Disc Wheels - Front Axle	\$ 192.00
288.	Heavy Duty .472" Hub Piloted Disc Wheels - Rear Axle	\$ 311.00
289.	Powder Coated Wheels	\$ 72.00
294.	Cowl Tray Lid	\$ 200.00
317.	Plate Mounted Pintle Hook with Trailer Plug	\$ 850.00
368.	4/5 cu/yd Slide-In or Chassis mounted Asphalt Pre-Heater	\$ 38,000.00
373.	Front PTO Mounted Central Hydraulic System	\$ 5,800.00
376.	Low Hydraulic Fluid Alarm/ Shutoff	\$ 650.00
391.	Electric Automatic Load Cover	\$ 2,650.00
407.	Heavy Duty Plow Frame - Stationary with Lights and Control Valve	\$ 6,500.00
414.	Heavy Duty 10' Power Reversing Trip Edge Plow	\$ 8,750.00
419.	Power Reverse Hydraulics with Controls	\$ 1,000.00
444.	24" Cab Shield for Chassis Mounted Equipment	\$ 1,250.00
473.	Compu Spread Spreader Control System	\$ 8,050.00
504.	Hook loader for 10' to 14' Bodies, 24,000 lbs. Capacity	\$ 25,500.00
509.	Hook loader Skid for Mounting Optional Bodies	\$ 2,500.00
548.	LED Strobe System: Two Marker Light Mounted Strobe Lights and Two Rear Mounted Strobe Lights with Brake and Turn Signals	\$ 2,000.00
	Polymer Fenders	\$ 900.00
TOTAL DELIVERED PRICE		\$ 189,317.00

### SERVICING INTERNATIONAL DEALER

TAYLOR & LLOYD, INC.  
8 Railroad Ave.  
Bedford, MA 01730  
781-275-9290

\_\_\_\_\_  
by Michael L. Fronk

August 14, 2014  
Date

### MUNICIPALITY:

CITY OF NEWTON  
110 CRAFTS ST  
NEWTON, MA

\_\_\_\_\_

\_\_\_\_\_

These Contract prices are valid for orders placed before October 31, 2014.

Proposal #9410-01

INTERNATIONAL®

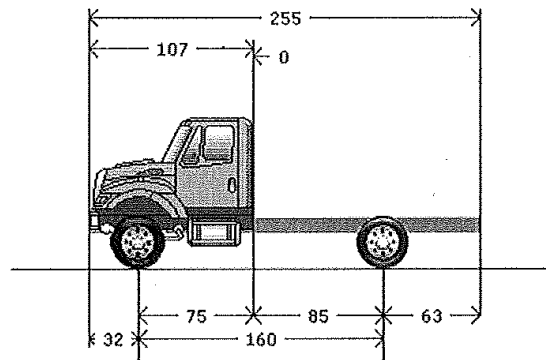
August 09, 2014

Prepared For:  
CITY OF NEWTON  
RON MAHAN  
Public Works Department  
Newton, MA 02460-  
(617)896 - 1480  
Reference ID: N/A

Presented By:  
TAYLOR & LLOYD INC  
Michael Fronk  
8 RAILROAD AVE  
BEDFORD MA 01730 -  
(781)275-9290

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

CHASSIS FOR HOT BOX AND PLOW



**Model Profile**  
**2015 7400 SFA 4X2 (SA525)**

<b>APPLICATION:</b>	Front Plow No Spreader
<b>MISSION:</b>	Requested GVWR: 40000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 38.30% / 2.52% @ 55 MPH Calc. Geared Speed: 68.6 MPH 8.93 MPG @ 55 MPH
<b>FUEL ECONOMY:</b>	8.93 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{Navistar N9} EPA 10, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-26-185} Single Reduction, Standard Track, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.14
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 12R22.5 G622 RSD (GOODYEAR) 482 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary
<b>PAINT:</b>	Cab schematic 100GM Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

Description

Base Chassis, Model 7400 SFA 4X2 with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

Notes

: Rear Axle Is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.

BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

DRAIN VALVE (Bendix DV-2) Automatic; With Heater; for Air Tank

Includes

: DRAIN VALVE Mounted in Wet Tank

BRAKE SHOES, REAR Cast

Notes

: Provides Rear Axle GAWR Up to 26,000-Lb.

Description

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-9} With Heater

Includes

: AIR DRYER LOCATION Inside Left Rail, Back of Cab

BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn

BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {Sheppard M-100} Power

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: BATTERY BOX Steel with Plastic Lid

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: RUNNING LIGHT (2) Daytime, Included With Headlights

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

Description

2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel

HORN, ELECTRIC Disc Style

BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

TURN SIGNALS, FRONT Dual Face, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

HOOD, HATCH (01) for Servicing

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tinting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions

CHASSIS COATING Corrosion Resistant Primer Coating for Single Frame Rails

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GM"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations

CLUTCH Omit Item (Clutch & Control)

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Navistar N9} EPA 10, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)

DescriptionIncludes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)  
: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/-40 Degrees C; for MaxxForce and Navistar Engines  
: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control  
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel  
: ENGINE OIL DRAIN PLUG Magnetic  
: ENGINE SHUTDOWN Electric, Key Operated  
: FUEL FILTER Included with Fuel/Water Separator  
: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted  
: GOVERNOR Electronic  
: OIL FILTER, ENGINE Spin-On Type  
: WET TYPE CYLINDER SLEEVES

FAN DRIVE (Horton Drivemaster Polar Extreme) Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and With Transmission Oil Cooler

FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; N9 & N10 Engines

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines

BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

Notes

: MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

TRANSMISSION, AUTOMATIC (Allison 3500\_RDS\_P) 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION SHIFT CONTROL (Allison) Bump Shifter Type; for Allison 3000 & 4000 Transmission

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary

AXLE, REAR, SINGLE (Meritor RS-26-185) Single Reduction, Standard Track, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.14

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

Notes

Description

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L. Capacity, 16" Tank Depth, with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage

MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms

MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Heated, Left and Right Sides 7.44" Sq

HEATER {Blend-Air} with Defroster

Includes

: HEATER HOSES Premium



Description

: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps

INSTRUMENT PANEL Center Section, Flat Panel

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic

: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering

: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket

: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors

: FLOOR COVERING Rubber, Black

: HEADLINER Soft Padded Cloth

: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section

: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door

: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

CAB REAR SUSPENSION Air Bag Type

WHEEL, SPARE, DISC 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc

WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs

Includes

: PAINT IDENTITY, FRONT WHEELS White

Notes

: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5

WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS White

Notes

: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint

(4) TIRE, REAR 12R22.5 G622 RSD (GOODYEAR) 482 rev/mile, load range H, 16 ply

(2) TIRE, FRONT 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply

Cab schematic 100GM

Location 1: 0311, Omaha Orange (Std)

Chassis schematic N/A

**Services Section:**

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2014 or Later, CTS-2002T



**INTERNATIONAL®**

Vehicle Specifications  
**2015 7400 SFA 4X2 (SA525)**

**August 09, 2014**

**Description**

SERVICES, TOWING (Navistar) Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

Falcon Hot Box & Equipment from H.P.Fairfield

## **FALCON ASPHALT REPAIR EQUIPMENT**

### **Technical Specifications For 2014 Six (6) Ton Chassis Mount Slip-in Mounted Portable Asphalt Hot Box**

#### **SECTION 1: INTENT:**

- A. These specifications describe an asphalt hot box capable of:
  - 1. Transporting hot mix and keeping it hot all day
  - 2. Holding hot mix asphalt overnight
  - 3. Heating and re-heating cold patch asphalt
- B. Diesel burner is warranted to continuously operate while the equipment is in tow and while the hopper is raised without the flame blowing out or damaging burner components
- C. The asphalt hot box must have an air-jacketed hopper with no moving parts

#### **SECTION 2: BIDDER DEMONSTRATION:**

- A. Manufacturer or manufacturer's representative must provide a working demonstration of manufacturer's equipment within five business days prior to the bid opening. Sample of current production model burner box combustion chamber must be made available for inspection at this demonstration. Demonstration must be conducted at the solicitor's facility at no expense to the solicitor. Bidders who fail to conduct said demonstration will be deemed non-responsive.

#### **SECTION 3: BIDDER REQUIREMENTS**

- A. Bidder is required to submit complete specifications and current brochure of the unit that the bidder would deliver if awarded this project.
- B. Bidder shall state the model, year and the name of the manufacturer of the equipment that would be delivered.
- C. Bids will be accepted from equipment manufacturers or their authorized dealers whose current standard production model meets this technical specification.
- D. Bidder must include a copy of the applicable warranty. Bidders submitting a "pass-through" warranty will be deemed non-responsive.

#### **SECTION 4: LOCAL SERVICE PROVIDER:**

- A. Bidder must include the name and address of the service provider within \_\_\_\_\_ miles of the City of \_\_\_\_\_ responsible for ongoing parts and service support. Bidders who fail to meet this requirement will be deemed non-responsive.

\_\_\_\_\_  
Service Provider Name

\_\_\_\_\_  
Service Provider Address

\_\_\_\_\_  
Service Provider Contact Name and Phone Number

\_\_\_\_\_  
Mileage from servicing dealer to end-customer

#### **SECTION 5: COMPLIANCE TO SPECIFICATIONS**

- A. Any deviation from these specifications must be clearly described in detail in the area provided at the end of each section of this technical specification document. Attach additional pages describing exceptions if necessary. No verbal interpretations will be accepted.
- B. Equipment delivered that does not meet these specifications, as determined by the solicitor, will be rejected

## **SECTION 6: HOPPER CAPACITY:**

### **A. CAPACITY**

1. Six Tons

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

## **SECTION 7: HOPPER CONSTRUCTION:**

### **A. WALLS**

1. Hopper has three parallel walls (inner, middle and outer)
2. Hopper floor and all hopper walls are heated
  - i. Hopper is heated by an air-jacket below the hopper floor and between the inner and middle hopper walls
3. All walls must be of one piece, seamless steel construction
  - i. Multi-piece wall construction has seams that allow moisture to wick into the insulation causing the insulation to sag and the steel to rust
4. Front and side hopper walls angled
  - i. Straight hopper walls require a much larger hopper floor making it difficult for the operator to reach all the material in the hopper with both feet on the ground
5. The tops of all three steel layers of the front and rear hopper walls angled to create a 2" slope
  - i. This 2" slope allows water to drain off the top of the material loading doors
6. Complete area between middle and outer walls is filled with 8 lb density, 2" mineral wool insulation
  - i. Fiberglass insulation does not provide required insulating properties (R-value) and therefore is not acceptable
7. Top of hopper walls to be secured to one another with 10-gauge steel capping channel and side hopper walls to be secured to one another with 10-gauge steel corner molding
  - i. Capping channel and corner molding add structural strength to the hopper preventing hopper from becoming out of square over time
  - ii. Sheet-metal to sheet-metal construction where hopper wall corners are butt-welded together without capping channel or corner molding is not acceptable because this design lacks the structural integrity required to maintain a square hopper over time
8. Zip screws may not be used in the construction of the hopper

### **B. BURNER BOX**

1. Burner Box is:
  - i. Located below the hopper floor
  - ii. Constructed of 15.3# channel iron
  - iii. Insulated with 1" ceramic blanket on all four walls and the floor
  - iv. Constructed of all stainless steel internal components

### **C. HOPPER FLOOR**

1. Hopper floor is constructed of a single piece of ¼" plate steel that is 34" wide and a minimum 51" long
2. The hopper floor is free of any steel wall or divider that partitions the hopper into compartments
  - i. Since the same burner would heat all hopper compartments, all the compartments would be heated even when one compartment was empty. Heating an empty compartment would be akin to heating an empty pan on a hot stove which could damage the steel and shorten the useful life of the equipment
  - ii. Partitioning hopper floor creates obstruction that makes it difficult for street crew to access material

### **D. HOPPER HEAT DUCT**

1. A single, diamond shaped 10-gauge steel heat duct is welded from the front hopper wall to the back hopper wall
  - i. The diamond shaped design prevents asphalt build-up on the heat duct
2. Heat duct is continuously welded
  - i. Continuous welds contribute to the structural integrity of the hopper

3. Heat duct is a minimum of 12" above the hopper floor

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 8: HOPPER TOP LOADING DOORS:**

- A. Steel loading doors are framed on square tubing with angle iron reinforced cross members
- B. The area inside loading doors is completely filled with insulation
- C. Doors are hinged to the hopper corners with bolt-on, greasable 1 1/4" diameter 4-bolt pillow block bearings
  - 1. Piano hinges that connect the hopper to the material loading doors are not acceptable due to the high failure rate caused by asphalt build-up along the hinge
- D. Two hydraulic cylinders with 2.5 " bore, 1.5 " rod, and a 16" stroke
- E. Loading doors are bi-fold with two equal-size sections hinged together the entire length of the door and covered with a neoprene guard.

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 9: HOPPER UNLOADING DOOR:**

- A. Rear hopper wall includes a single, fully insulated, guillotine-style door
- B. Unloading door-opening dimensions must be a minimum of 16" high and a minimum of 33" wide
- C. One 2.5" bore, 1.5" rod and 16" stroke hydraulic cylinder
- D. Hopper floor asphalt guide allows asphalt to flow onto shoveling apron
- E. Detachable and fully adjustable shoveling apron attached to rear of unit
- F. Without removing the apron, it must be capable of being positioned to dump asphalt without contacting the apron.

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 10: HOPPER HYDRAULIC CONTROLS:**

- A. Lever on curbside spool valve controls movement of loading doors (raise and hold to open, lower and hold to close)
- B. Lever on curbside spool valve controls movement of material door (raise and hold to open, lower and hold to close)

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

## **SECTION 11: CONTROLS:**

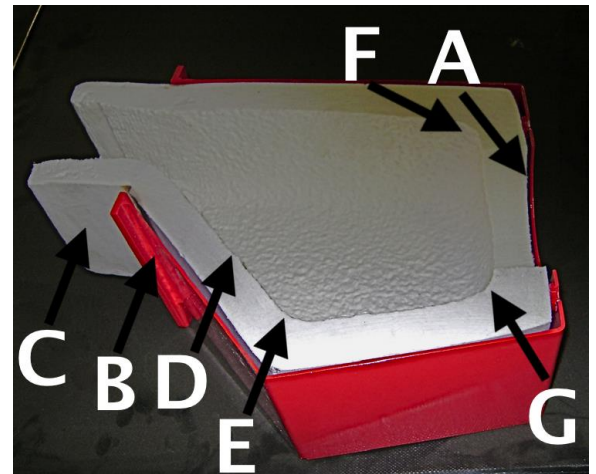
- A. Temperature controller mounted in NEMA-3 rated lockable electrical enclosure
- B. Temperature controller is adjustable up to 300 degrees Fahrenheit
- C. Burner stops running when the temperature setting on the temperature controller is reached
- D. Temperature controller initiates the firing of the burner when the hopper temperature measures 10 degrees below the temperature set by the operator on the controller
- E. Volt meter installed inside electrical enclosure
- F. Burner turns on/off with individual toggle switches
- G. Toggle switches are labeled
- H. Operating instructions sticker is displayed inside of electrical enclosure

Comply with all items in section: Yes \_\_\_\_\_ No \_\_\_\_\_

Exceptions: \_\_\_\_\_

## **SECTION 12: DIESEL HOPPER HEAT SYSTEM:**

- A. BECKETT DIESEL BURNER
  - 1. Hopper heated by one 105,000 BTU maximum RW Beckett diesel burner
  - 2. Diesel burner fuel solenoid powered by a 12-volt system
  - 3. Burner includes a cad cell (eye) to shut down the flow of fuel if the burner flame is not present
  - 4. A pressurized pump controls the flow of fuel to the diesel burner
  - 5. Diesel burner spark ignition system is powered by a 12-volt battery
  - 6. Burner has automatic recycle on spark system and automatic shut down safety system
  - 7. Nozzle shall be .75 GPH
  - 8. **Diesel burner is warranted to continuously operate while the equipment is in tow and while the hopper is raised without the flame blowing out or damaging burner components**
- B. BURNER BOX COMBUSTION CHAMBER
  - 1. Burner box combustion chamber is constructed of a one-piece, seamless, vacuum formed ceramic fiber that is 1" thick with an insulation rating for temperatures in excess of 2,000 degrees Fahrenheit
  - 2. The one-piece, seamless, burner box combustion chamber must extend:
    - i. From the diesel burner flange (Diagram Point A)
    - ii. Through the burner box front wall (Diagram Point B)
    - iii. Extending a minimum of three inches into the burner box (Diagram Point C)
  - 3. The front wall of the one-piece, seamless, burner box combustion chamber (Diagram Point D) shall be angled 45 degrees to induce a tumbling effect causing a complete blending of the fuel and the air
    - i. The complete blending of fuel and air resulting from the tumbling effect maximizes fuel efficiency which reduces carbon emissions and reduces fuel usage
  - 4. All internal corners of the burner box combustion chamber (Diagram Points E,F,G) must have a radius to maximize the movement of air passing through the burner box combustion chamber
    - i. Burner box combustion chambers with square corners trap air resulting in decreased airflow and increased combustion chamber temperatures that shorten the service life of the burner box combustion chamber



3. **Portable asphalt hot box fuel efficiency rating must exceed 90% when tested at 105,000 BTU. Independent, 3rd party test results, on the qualified diesel burner testing facility's letterhead, must be submitted with the bid package**
  - i. **Equipment with a high fuel efficiency rating results in:**
  - ii. **Lower fuel usage / lower ongoing operating costs**
  - iii. **Lower carbon and NOX emissions**
  - iv. **Less cad cell maintenance caused by the sooty waste by-product of incomplete combustion**
4. Direct fire systems (i.e., systems that do not incorporate the use of a burner box combustion chamber) will not be accepted due to:
  - i. The risk of fire caused by accumulation of un-combusted fuel and
  - ii. Their inherent low-fuel efficiency causes increased carbon emissions and increased fuel usage
3. Burner box combustion chamber has steel housing that bolts to the diesel burner (Diagram Point A) and the front burner box wall (Diagram Point B)

**C. BATTERY**

1. One 550 CCA 12-volt deep cell battery is mounted in a battery box

**D. DIESEL EXHAUST**

1. All exhaust produced by the diesel burner vents through a single chimney centered on the top of the front hopper wall
  - i. Venting of diesel exhaust into the hopper is unacceptable because it creates a build-up of diesel fumes / carbon monoxide which the operator is exposed to when the material unloading door (back door) is opened

**E. DIESEL FUEL SYSTEM**

1. Has an in-line quick release diesel fuel filter with a water separator
  - i. A fuel filter with a water separator will prevent burner failure due to water in the diesel fuel
2. Hopper Diesel Burner Fuel Tank
  - i. Diesel fuel tank has a capacity sufficient for holding hot mix and heating cold mix for three 8-hour shifts
  - ii. Fuel tank bolts to 3 / 8" steel mounting brackets that are welded to the street side hopper wall
    1. Fuel tanks that bolt into the hopper wall pierce the steel which increases the opportunity for rust to form on the outer hopper wall and moisture to wick into the wall insulation material
3. Fuel tank neck is welded into the fuel tank
  - i. Welding instead of bolting the fuel neck into the tank will prevent moisture from entering the tank at this site
4. Fuel tank includes lockable fuel cap

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

**SECTION 13: PAINT:**

- A. Paint color is Falcon Red, Falcon Yellow or Falcon Orange
- B. Two coats of epoxy primer and two coats of urethane finish are applied to all parts and entire unit
- C. Entire unit, including all bolt-on parts, are sand blasted prior to painting
- D. All accessory bolt-on parts are painted prior to assembly to chassis
- E. Non-steel parts (wiring, lighting, electrical enclosures, chains, etc.) are not painted. These components/parts are installed after the paint process is complete

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 14: HOPPER WIRING:**

- A. Plug-in connector to be 7-pin flat RV, 7-pin round or 6-pin round
- B. All wires shall be THHN, stranded, copper, and color coded
- C. Wiring connections shall be soldered, sealed in shrink-wrap, covered with high temperature corrugated loom and protected by steel conduit
  - 1. Wiring must be run through steel conduit and may not be attached to the hopper walls via zip screws
- D. All wiring and enclosures shall be NEMA-3 rated
- E. All wiring is external to the hopper walls
  - 1. Wiring run between hopper walls is prone to heat damage and makes electrical repairs expensive and time-consuming

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 15: HOPPER FRAME:**

- A. Overall length not to exceed 12 feet
- B. Overall hopper width not to exceed 83"
- C. Chassis mount slip-in frame will be customized to the solicitor's truck with one set of 2" x 6" x 3/16" tubular steel frame rails on the outside of the unit and one set of 2" x 5" x 3/16" tubular steel frame rails between the outside set of frame rails
  - 1. Frame will have tubular steel cross members for stabilization
- D. Two sets of two (four in total) red reflectors will be affixed to the frame
  - 1. One set will be on the rear of the outside frame rails
  - 2. One set will be on the outside of the outside frame rails at the rear of the frame

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 16: HOPPER DIMENSIONS**

- A. Width of loading doors with bi-fold doors open is 92" (uppermost ID left to uppermost ID right)

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 17: WARRANTY AND DELIVERY:**

- A. One-year warranty
  - 1. Pass through warranties will not be accepted
  - 2. Warranty must include the following statement:
    - i. Diesel burner is warranted to continuously operate while the equipment is in tow and while the hopper is raised without the flame blowing out or damaging burner components
- B. Four hours of safety and operation instruction are required upon delivery of the unit by a factory-trained technician

C. One Operator / Parts / Service Manual is included upon delivery

D. Operation, Parts and Service Manual must be available online on the manufacturer's website

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 18: BATTERY CHARGER:**

A. A 12-volt marine grade battery charger is mounted on the trailer frame

B. The battery charger is hard wired to the unit's battery

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 19: FLUSH-MOUNTED STROBE WARNING LIGHTS:**

A. A strobe warning beacon is flush-mounted on the rear of each upper loading door (two in total)

B. One toggle switch in the common electrical enclosure controls the warning lights (beacon and oval strobes)

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 20: LED OVAL STROBE WARNING LIGHTS:**

A. An LED oval strobe warning light is mounted on the rear of each hopper sidewall (two in total)

B. One toggle switch in the common electrical enclosure controls the warning lights (beacon and oval strobes)

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

#### **SECTION 21: RELEASE AGENT DISPENSER HOLDER:**

A. A bracket capable of storing a one-gallon solvent reservoir for spraying & cleaning tools is securely mounted on the curbside of the shoveling apron

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

### **OPTIONS ON THE FOLLOWING PAGES**



**SECTION : LADDER AND CATWALK:**

- A. A catwalk made of diamond tread plate steel is installed on the front section of the frame
- B. A ladder that can fold up and out of the way is bolted to the front section of the curbside frame
  - 1. Rails are installed on either side of the ladder for operator to grasp when climbing on the ladder

Comply with all items in section: Yes\_\_\_\_\_ No\_\_\_\_\_

Exceptions:\_\_\_\_\_

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

City of Newton



Mayor  
Setti D. Warren

Purchasing Department  
Nicholas Read & Chief Procurement Officer  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-29

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_ (Name)  
\_\_\_\_ (Company)  
\_\_\_\_ (Address)  
\_\_\_\_ (Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_ Signature

\_\_\_\_ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----  
☐ Other (see instructions) ▶

**X** Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

Name

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

The following Terms and Conditions shall apply, if and to the extent applicable:

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Vendor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the

material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**



## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.